



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

Don Karnes
Purchasing Manager
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018
(540) 772-2061 Ext. 305
(540) 772-2074 (FAX)

ADDENDUM NUMBER 2

Request for Proposal
CP #0485
For

HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY

Four (4) complete copies of Sealed Proposals Due

~~June 18, 2004~~ June 22, 2004

5:00 PM
(Local Prevailing Time)

June 10, 2004
CP #0485
Household Hazardous Waste Collection Day
ADDENDUM 2

Addendum 2 is being issued to change the closing date of the proposal and make changes as noted below.

Change 1 – Change of Proposal Date:

Delete the following:

Four (4) complete copies of the sealed proposal will be received at and **until 5:00 P.M. (local prevailing time) on June 18, 2004** in the office of Purchasing, 5204 Bernard Drive SW, Suite 300-F, Roanoke, Virginia 24018-0798.

Add the following:

Four (4) complete copies of the sealed proposal will be received at and **until 5:00 P.M. (local prevailing time) on June 22, 2004** in the office of Purchasing, 5204 Bernard Drive SW, Suite 300-F, Roanoke, Virginia 24018-0798.

Information:

A request has been made to have historical volumes made available. Below is the information from the last contract.

<u>QUANTITY</u>	<u>CODE</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
35	55 GAL	Bulk Waste Flammable Liquids	\$100.00	\$ 3,500.00
67	CU YD BOX	Lab Pack Waste Flammable Liquid	\$375.00	\$25,125.00
28	55 GAL	Lab Pack Waste Flammable Liquid	\$175.00	\$ 4,900.00
5	55 GAL	Lab Pack Waste Oxidizing Solid	\$225.00	\$ 1,125.00
20	55 GAL	Lab Pack Waste Pesticide Liquid	\$280.00	\$ 5,500.00
22	55 GAL	Lab Pack Waste Pesticide Solid	\$280.00	\$ 6,160.00
1	55 GAL	Lab Pack Waste Poisonous Solid	\$280.00	\$ 280.00
4	55 GAL	Lab Pack Corrosive – Acidic`	\$225.00	\$ 900.00
10	55 GAL	Lab Pack Waste Corrosive – Basic	\$225.00	\$ 2,250.00
1054	LNFT	Lab Pack Waste Mercury Bulbs	\$ 0.36	\$ 368.90
7	CU YD BOX	Lab Pack Waste Aerosols	\$600.00	\$ 4,200.00
3	55 GAL	Lab Pack Dry Cell Batteries	\$220.00	\$ 660.00
4	55 GAL	Bulk Waste Antifreeze	\$100.00	\$ 400.00
10	55 GAL	Bulk Waste Motor Oil	NO CHARGE	NO CHARGE
2	55 GAL	Bulk Waste Corrosive – Basic	\$450.00	\$ 900.00
19380	LBS	Roll-Off Waste Flammable Paint	\$ 0.60	\$11,628.00
19280	LBS	Roll-Off Waste Latex Paint	\$ 0.40	\$ 7,712.00
110	PER	Propane Cylinders	\$ 15.00	\$ 1,650.00
252	PER	Car Batteries	\$ 1.00	\$ 252.00
TOTAL				\$77,610.00

Change 2.

Change the following:

Original RFP:

Section 3.

3.2 Addenda: Any changes, interpretations or clarifications that may be made to the Contract Documents will be in the form of addenda which will be forwarded to all Offerors recorded by the Purchasing Division as having received all documents. Receipt by the Offeror of such addenda shall be acknowledged on the RFP form.

Change to read:

3.2 Addenda: Any changes, interpretations or clarifications that may be made to the Contract Documents will be in the form of addenda which will be forwarded to all Offerors recorded by the Purchasing Division as having received all documents. Receipt by the Offeror of such addenda shall be acknowledged on the RFP form with the following exception: Addendum 2 acknowledgement may be via separate letter if your proposal has already been shipped and no other changes are required.

Questions concerning this addendum should be directed to Don Karnes.

End of Addendum 2.



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ADDENDUM NUMBER 1

Request for Proposal
CP #0485
For

HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY

Four (4) complete copies of Sealed Proposals Due

~~June 11, 2004~~ June 18, 2004

5:00 PM
(Local Prevailing Time)

June 10, 2004
CP #0485
Household Hazardous Waste Collection Day
ADDENDUM 1

Addendum 1 is being issued to change the closing date of the proposal and make changes as noted below.

Change 1 – Change of Proposal Date:

Delete the following:

Four (4) complete copies of the sealed proposal will be received at and **until 5:00 P.M. (local prevailing time) on June 11, 2004** in the office of Purchasing, 5204 Bernard Drive SW, Suite 300-F, Roanoke, Virginia 24018-0798.

Add the following:

Four (4) complete copies of the sealed proposal will be received at and **until 5:00 P.M. (local prevailing time) on June 18, 2004** in the office of Purchasing, 5204 Bernard Drive SW, Suite 300-F, Roanoke, Virginia 24018-0798.

Change 2 – Page 2, Introduction:

Original reads: The County of Roanoke, Virginia for Roanoke County, City of Roanoke, Botetourt County, City of Salem, and Town of Vinton is requesting sealed proposals for a Regional Hazardous Waste Collection Day.

Change to read: The County of Roanoke, Virginia for Roanoke County, City of Roanoke, Botetourt County, the Town of Vinton and other participating localities is requesting sealed proposals for a Regional Hazardous Waste Collection Day.

Change 3 – Under section 6.2 Business Proposal Section Instructions:

Delete Section 6.2.8 Minority & Women-Owned Business Enterprise Certification.

Change 4 – Section 14 Contract Execution, 14.3 Certification of Insurance

Add the following:

14.3 Certification of Insurance shall name the County of Roanoke, City of Roanoke, Botetourt County, the Town of Vinton, and all other participating localities as additional insured.

Change 5 – ATTACHMENT A, General Requirements:

Section 7: Disposal, Paragraph seven (7).

Original reads: The owner's reserves the right to approve the ultimate disposal sites for all wastes collected under the terms and conditions of the contract.

Change to read: The owner reserves the right to approve the ultimate disposal sites for all wastes collected under the terms and conditions of the contract.

Change 6 - ATTACHMENT A, General Requirements

Section 9 Pricing, Sentence one.

Original reads: The Contract entered into between the Contractor and the owners will be a PARTIAL LUMP SUM and UNIT PRICED contract.

Change to read: The Contract entered into between the Contractor and the owner will be a PARTIAL LUMP SUM and UNIT PRICED contract.

Change 7 – ATTACHMENT A:

Section 13 Indemnification

Original reads: The Contractor hereby agrees to indemnify and hold harmless the owner, the City of Roanoke, Botetourt County, the Town of Vinton, and all other participating localities, and their officers, agents, and all employees and volunteers, from any and all claims for bodily and personal injuries, deaths, property damage and clean up costs, including cost of investigation, all expenses of litigation, including reasonable attorneys fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission by the Contractor, its agents, servants, employees, volunteers, or subcontractors, arising in any way out of and/or connected with the performance of the Contract and/or in the disposal of any or all material collected.

Change to read: The Contractor hereby agrees to indemnify and hold harmless the owner and its officers, agents, and all employees and volunteers, from any and all claims for bodily and personal injuries, deaths, property damage and clean up costs, including cost of investigation, all expenses of litigation, including reasonable attorneys fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission by the Contractor, its agents, servants, employees, volunteers, or subcontractors, arising in any way out of and/or connected with the performance of the Contract and/or in the disposal of any or all material collected.

Change 8 – Attachment A, General Requirements

Section 13 Indemnification

Original reads: The City of Roanoke, City of Salem, Botetourt County and the Town of Vinton their officers, employees, agents and volunteers shall be and are deemed to be third party beneficiaries of the County's contract with Contractor.

Change to read: The City of Roanoke, Botetourt County and the Town of Vinton and other participating localities and their officers, employees, agents and volunteers shall be and are deemed to be third party beneficiaries of the County's contract with Contractor.

Change 9 - Attachment A, General Requirements

Section 13 Indemnification

Original reads: The County of Roanoke, City of Roanoke, City of Salem, Botetourt County and the Town of Vinton and their agents, officers, employees and volunteers shall be named as an additional insured's in the automobile pollution and general liability policies, and it shall be stated on the insurance certificate with the provision that this coverage is primary to all other coverage County of Roanoke, City of Roanoke, City of Salem, Botetourt County and the Town of Vinton the may possess.

Change to read: The County of Roanoke, City of Roanoke, Botetourt County and the Town of Vinton and their agents, officers, employees and volunteers shall be named as additional insured's in the automobile, pollution, and general liability policies, and it shall be stated on the insurance certificate with the provision that this coverage is primary to all other coverage County of Roanoke, City of Roanoke, Botetourt County and the Town of Vinton may possess.

Change 10 – Add the following specification to RFP.

ADD: Use of Food Services – All food services must be provided by the Roanoke Civic Center's Food and Beverage Department. No outside food or beverage will be allowed on the premises at any time during set up or the actual event. Catering requirements should be made by contacting the Civic Center's Catering Manager at (540) 853-5379.

End of Addendum 1.

Questions concerning this addendum should be directed to Don Karnes, Roanoke County Purchasing, (540) 772-2061, ext. 305.



County of Roanoke

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Purchasing Manager
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**Request for Proposal
CP #0485
For**

**HOUSEHOLD
HAZARDOUS WASTE
COLLECTION DAY**

Four (4) complete copies of Sealed Proposals Due

June 11, 2004

5:00 PM
(Local Prevailing Time)

June 1, 2004
RFP CP #0485
Household Hazardous Waste Collection Day

The County of Roanoke, Virginia, for Roanoke County, City of Roanoke, Botetourt County, City of Salem, and Town of Vinton is requesting sealed proposals for a Regional Hazardous Waste Collection Day. The attached specifications are submitted for your consideration.

Four (4) complete copies of the sealed proposal will be received at and **until 5:00 P.M. (local prevailing time) on June 11, 2004** in the office of Purchasing, 5204 Bernard Drive SW, Suite 300-F, Roanoke, Virginia 24018-0798. It is the responsibility of the responder to insure that their response is clocked in at the Purchasing Office by the above date and time. Any responses received after the above date and time will be returned to the offeror unopened. All responses must have the proposal number and title clearly marked on the envelope. You must complete and sign the proposal form.

Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible offerors and reserves the right to waive informalities and irregularities and to accept or reject any or all proposals.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact our office at (540) 772-2061. We require that you provide at least 48 hours notice so that reasonable efforts may be made to provide the proper assistance.

Don Karnes, Purchasing Manager

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Request for Proposal
RFP CP# 0485 Hazardous Waste Collection Day

The County of Roanoke, Virginia is seeking competitive proposals from qualified firms for the complete services for conducting a one-day Household Hazardous Waste Collection Day to be held at the Roanoke Civic Center in Roanoke, Virginia, on Saturday, August 21, 2004. This event is being supported by the City of Roanoke, Town of Vinton, County of Botetourt and City of Salem. The Request for Proposals (RFP) includes all documents contained in the Project Manual. Offers must be in accordance with all terms, conditions, and specifications as set out in this Request for Proposals.

The Instructions to Offerors, General Requirements, Contract, and other Contract Documents are incorporated herein by reference. All Contract Documents prepared and/or furnished by the County of Roanoke, VA shall be the exclusive property of the County of Roanoke, Virginia, and shall not be used for any other project(s).

Arrangements to visit and evaluate the site for operational consideration can be arranged by contacting the Roanoke County Solid Waste Division of General Services, (540) 387-6072, Nancy Duval. The decline of this offer does not relieve the proposing firm of its obligations to familiarize and accept the operational conditions available for the event.

Proposals to be considered and evaluated must be received before 5:00 p.m., local time, on June 11, 2004, Finance Department, Purchasing Division, 5204 Bernard Drive, Suite 300-F, Roanoke, VA. Proposals received after the above scheduled opening time and date will not be considered. Faxed or e-mailed proposals are not acceptable.

One (1) original and three (3) copies of the proposal, appropriately signed by an authorized representative of your firm, must be submitted in a sealed envelope or package. The notation **"Household Hazardous Waste Collection Day, Proposal No. RFP CP #0485"**, and the above specified opening time and date must be clearly marked on the front of that sealed envelope or package.

The County of Roanoke, Virginia, its officers, employees or agents will not assume or accept any responsibility for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified. The County reserves the right to reject any or all proposals, to waive any informalities or irregularity in any proposal, to award any whole or part of a proposal and to award the Offeror whose proposal is, in the sole discretion of the County of Roanoke, determined to be in the best interest of the County of Roanoke. The County further reserves the right to change the date for the Event if deemed necessary.

By submitting a proposal, each Offeror specifically agrees that this request for proposal is only a solicitation of proposals and that the County has no obligation of any type to accept any of the proposals submitted and that the County may reject any or all of the proposals submitted. Furthermore, each Offeror submitting a proposal agrees to be solely responsible for the cost or expense of its proposal and that the County shall have no responsibility for such cost or expense.

Each entity submitting an offer is required to have experience in, and have proper permits for conducting a Household Hazardous Waste Collection Day for at least the past 3 years, as well as the other requirements set forth in the RFP documents.

In evaluating proposals for the Household Hazardous Waste Collection Day, the County will include experience in conducting such events; performance on past and current projects, particularly projects of a similar size and nature with respect to the event; experience of key personnel proposed for this project; number of staff assigned to participate in the event; and the cost or price as set forth above.

If award of a contract is made, notice of the award, or the announcement of the decision to award, will be made by posting a notice of such award will be posted in the lobby of the Roanoke County Purchasing Division. Inquiries for information regarding this RFP, procurement procedures, and/or proposal submission shall be directed to the Manager of Purchasing at (540) 772-2061.

SECTION 1 **DEFINITIONS**

Whenever used herein or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof, and where applicable to any other legal entity such as a corporation, partnership, limited liability company, etc.

The section and paragraph headings are inserted for convenience only.

Bid: Shall be used interchangeably with “request for proposals.”

Bidder: The person, firm, corporation, or other entity interested in submitting a Proposal for the Work to be performed. Also, defined as “offeror”, and may refer to Successful Offeror where appropriate.

County Code: Refers to the Code of the County of Roanoke

Contract Documents: These documents include the Request for Proposals, the RFP Form, the Contract, the Bonds or other Security, the General Requirements, the Scope of Work, Proposal Information, Addenda or Change Orders, and any additional documents incorporated by reference in the above.

Contract: The written agreement between the parties concerning the performance of the Work and consisting of the Contract Documents.

Contractor: The person, firm, corporation, or other entity entering into a contractual agreement with the County to perform the Work and may refer to Offeror or Successful Offeror where appropriate.

Owner or County: The County of Roanoke, Virginia, or its authorized representative.

Successful Offeror: The Offeror to whom the County makes or offers an award.

Va. Code: Refers to the Code of Virginia (1950), as amended.

Work, Event, or Project: The provision of all services, including the furnishing of labor, material and equipment, necessary to properly conduct and complete, including proper disposal, a Household Hazardous Waste Collection Day in accordance with the Contract Documents.

SECTION 2 **EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

Each Offeror is responsible for examining carefully the site of the Work and the Contract Documents relating to the Work. By submitting a proposal, the Offeror acknowledges and agrees that it has examined and considered the conditions to be encountered at, and adjacent to the site, the character, quality and quantities of work to be performed, the material to be furnished, other requirements of the Contract Documents and to have waived any claim or objection based thereon. Claims as a result of failure to have done such examination will not be considered by the Owner.

SECTION 3 **CLARIFICATION AND ADDENDA**

- 3.1 Questions on Contract Documents:** All questions about the meaning or intent of the Contract Documents shall be directed to the County Purchasing Division. Questions received less than two (2) working days prior to the date for opening proposals may not be answered. Offerors may only rely upon written addenda issued by the Purchasing Division and no other communication or interpretation, whether oral or written, shall have any effect or efficacy.
- 3.2 Addenda:** Any changes, interpretations or clarifications that may be made to the Contract Documents will be in the form of addenda which will be forwarded to all Offerors recorded by the Purchasing Division as having received all documents. Receipt by the Offeror of such addenda shall be acknowledged on the RFP form.
- 3.3 Interpretation:** All decisions made in good faith by the Purchasing Division on the meaning or interpretation of the Contract Documents shall be final.
- 3.4 Offerors Responsibility:** All Offerors are responsible for ensuring that they have received and examined all addenda that may have been issued before submitting their proposal.

- 3.5 Quantities:** Where the proposal documents stipulate a unit price, the documents approximate the work to be performed. The actual quantities and types of material may differ, and are furnished here for the purpose of comparing the proposals on a uniform basis. Payment shall be made to the Contractor only for the actual quantities of work performed or material furnished in accordance with the Contract and it is understood that the quantities may be increased or decreased as provided in the Contract without in any way invalidating the quoted prices.

SECTION 4 TIME FOR COMPLETION

- 4.1 Time for Completion:** Each Offeror shall complete the specified Work in accordance with the Contract. The date of the event is scheduled for Saturday, August 21, 2004.
- 4.2 Weather:** The Offeror, in preparing and submitting its proposal, is required to take into consideration weather conditions. No additional compensation will be paid to the Contractor because of weather conditions.

SECTION 5 CONTRACTORS' LICENSES, PERMITS, FEES AND TAXES

- 5.1 State License:** Offerors and all subcontractors are required to comply with all applicable local, state and federal laws, ordinances and regulations; and, if applicable, are required to be properly licensed in accordance with Section 54.1-1100, et. seq., of the Va. Code. Offerors shall show evidence of being properly licensed.
- 5.2 Other Licenses, Permits, Fees and Taxes:** Successful Offeror is responsible for paying for all licenses, permits, fees and taxes applicable to the project.

SECTION 6 PREPARATION AND SUBMISSION OF PROPOSALS

This section provides detailed instructions that must be followed when preparing proposals for submission. The original and three (3) copies of both The Technical and Business proposals must each be in a separate binder but contained in one package as a whole. The proposals should contain, at a minimum, the information specified below. All pages must be numbered for easy reference during subsequent discussion of proposals. All proposals should follow the format required and follow, in a logical sequence, all requirements as outlined within this RFP. Any references made in the proposals to specific requirements in this RFP should be done on a section /paragraph basis.

Each proposal must give the full business address of the Offeror and be signed by his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the state in which they are incorporated and by the signature and designation of the president or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below each signature. A proposal by a person, who affixes to his signature the word "President", "Authorized Agent" or other designation without disclosing such principal firm or employer, may be held to be the proposal of the individual signing. Satisfactory evidence of the authority of the president or authorized agent signing on behalf of the corporation shall be furnished upon request of the Owner.

Within the Technical Proposal section, Offerors may comment on any aspect of this RFP, including suggestions on possible alternative approaches to performing the tasks associated with executing the collection day project. Any alternatives should be discussed within the underlying framework of achieving the intended results of the collection day as set forth within this RFP. Any discussion of alternatives should be within the appropriate section of the proposal instead of in a separate section dedicated solely to alternative approaches.

6.1 Technical Proposal Instructions

The Technical Proposal must demonstrate the proficiency of the Offeror in conducting Household Hazardous Waste Collection Days and related activities similar in size and scope of the Project. The Offeror's proposal shall include all information necessary to verify the ability of the Offeror to successfully

conduct the Household Hazardous Waste Collection Day in full compliance with the Contract. Information presented shall be clear, complete and concise.

The technical proposal should contain a discussion of the requirements to complete the collection day project, as they are defined in Attachment A, General Requirements as analyzed by the Offeror. At a minimum the proposal must include:

- 6.1.1 Operational Plan:** Provide a general scope of work with an explanation of technical approaches to efficiently off-load and process materials from approximately eight hundred (800) to twelve hundred (1,200) vehicles. The plan should include a description of organizational authority and staff directly related to collection day. A list of the full-time and part-time staff, proposed contractors and subcontractors who will be assigned direct work on the collection day project must be identified along with their relationship with the contractor. The preliminary operational plan should also include site layout, vehicle lanes and routing and a detailed description of all activities required to carry out the collection day project must be provided,
- 6.1.2 Disposal Outlets:** Provide a list of disposal companies including addresses, telephone numbers, permit status and EPA identification numbers, and any pending or past violations. This should include a listing and disposition of all warnings, notifications, violations and citations, with details explaining each, received from applicable Federal or State agencies over the past three (3) years. The disposal outlet detailed must coincide with the outlet listed on the RFP form of the Business Proposal
- 6.1.3 Equipment & Materials:** A list of all materials and equipment and the quantity of each to be used during the collection day project must be provided.
- 6.1.4 Subcontracting Plan:** A list of the key subcontractors intended to meet the requirements of this solicitation shall be submitted with the proposal and shall include, at least, the following:
 - 1 Name and address of each key subcontractor together with the description of their area of responsibility. The Offeror shall not change these designations, or their assigned work, without the written consent of the County.
 - 2. Experience within the last three (3) years for the discipline for which the subcontractor is being considered. More than one subcontractor may be submitted for each of the above listed portions of the work.
- 6.1.5 Health & Safety:** A sample of the health and safety plan including the emergency response briefing.
- 6.1.6 Spill Contingency Plan:** A sample of the comprehensive spill contingency plan must be provided.
- 6.1.7 Waste Acceptance:** A complete list of acceptable and unacceptable wastes and provisions for handling unacceptable wastes brought by participants must be provided.
- 6.1.8 Permits:** A list and expiration dates of all applicable State and Federal permits necessary to conduct the collection day. This should include a listing and disposition of all warnings, notifications, violations and citations, with details explaining each, received from applicable Federal or State agencies over the past three (3) years.
- 6.1.9 Project Experience:** At a minimum, the Offeror shall have conducted three (3) Household Hazardous Waste Collection Day Projects during the past three years. List all Household Hazardous Waste Collection Day projects currently being planned, or performed during the past three (3) years to include participant and waste quantities, project location, and contact name, address and phone number, and details on two (2) of those projects which are most similar in size and scope to the Project.

If the Offeror bases his/her proposal on the activities of key subcontractors, the names of those key subcontractors and the extent of their responsibilities on the Project shall be submitted along with the Offeror's qualifications. The Offeror will not be permitted to change the named key subcontractor(s) unless the replacement is approved by the City.

- 6.1.10 Key Personnel:** Identify the individual to be assigned in a principal management role on the Project. The individual must have performed in the role of project manager on at least two Household Hazardous Waste Collection Day projects of the type proposed. A staffing plan is required which describes the job description and number of personnel for each position that will be present on the day of collection. Include additional stand-by personnel that are proposed, whether located on-site or at the Offeror's facility.

The Offeror must specifically identify all their key personnel (down to project field superintendent) intended to be assigned to the project in the event an award is made. If the Offeror bases its qualifications on the activities of key subcontractors, the Offeror must specifically identify key personnel of such subcontractors.

Such personnel shall be assigned to the project for the duration of such project. Any changes or substitution of such personnel shall be subject to City approval. The Offeror must provide a detailed resume for each such individual. In the event such personnel are not employees of the Offeror, the Offeror must submit letters of agreement which include the provisions specified under Subcontracting Plan.

- 6.1.11 Affirmative Action:** All firms submitting proposals must include a copy of their nondiscriminatory or affirmative action policy statement with their technical proposals.

6.2 Business Proposal Section Instructions

- 6.2.1 RFP Form:** Proposals shall be submitted to include the RFP Form(s) furnished, or copy thereof, and shall be completed and signed in ink. A copy of the RFP Form is bound in these documents for the information of Offerors only. The costs submitted for each blank space shall include all necessary elements for the segregation, packaging, transport, storage and proper disposal of the waste.

Except as may be otherwise stated, all blank spaces in the RFP Form must be filled in and under no conditions shall any changes be made in the phraseology of the RFP Form. Offerors shall indicate in the appropriate blank spaces on the RFP Form the amounts for the base amount and any alternates, written with ink or typed, in both words and figures. In the event of a discrepancy between the words and figures expressed in the base amount or alternates, the word amount shall govern.

Erasures or other changes in a proposal must be explained or noted over the signature of the Offeror. Proposals containing any conditions, omissions, unexplained erasures, alterations or items not called for in the proposal documents, or irregularities of any kind, may be rejected by the Owner as being incomplete.

- 6.2.2 Cost Schedule:** The Offeror must submit a cost schedule that includes general cost and pricing data adequate to establish the reasonableness of any final fee that may be negotiated. Supporting data should be in the form of the RFP Bid Form provided or a standard pricing schedule used by your firm.
- 6.2.3 Container Quantities:** For wastes that are to be lab-packed or loose-packed, the quantity and units of waste to packing container must be shown for each separate container size regardless of whether the packing material amount is a requirement dictated by transportation regulations, disposal facility packing protocol or contractor policy. For wastes that are to be bulked, the actual amount of waste material that will be contained in each separate container size must be shown (i.e. container capacity less head space.)

- 6.2.4 Certification of Authority:** Each Offeror shall submit with its proposal documentation of Offeror's legal name and indicate the type of business entity the Offeror is operating under; i.e., if corporation, Offeror shall enclose a copy of the Certificate of Incorporation issued by the State Corporation Commission; if a partnership, Offeror shall enclose a copy of the relevant portions of the Partnership Agreement; if a limited liability company, Offeror shall enclose a copy of the Certificate of Organization. A list of the names, addresses and telephone numbers of the principals in the company who are authorized to conduct negotiations must be provided.
- 6.2.5 Financial:** A copy of the proposing company's most recent annual report or a balance sheet and profit/loss statement validated by an auditor/accountant must be provided.
- 6.2.6 Surety Statement:** Offeror's ability to acquire proposal, performance and payment bonds for this project.
- 6.2.7 Security:** Each proposal of \$100,000 or more must be accompanied by a Security in an amount equal to five (5%) percent of the maximum possible proposal price in accordance with Sections 2.2-4336 and 4338 of the Va. Code. The Security shall be furnished in one of the following forms:
1. The RFP Bond, in form solely as provided in the Contract Documents, made payable to the County and properly executed by the Offeror as Principal and a Corporate Surety authorized to transact business in the Commonwealth of Virginia. Attorneys-in-fact who execute Bonds must file with the bond a certified copy of their Power of Attorney.
 2. Certified Check or Cash Escrow in the face amount required for the Security and made payable to the County.
 3. Personal Bond, Property Bond or Letter of Credit issued by an authorized financial institution in the face amount required for the Security, made payable to the County. These forms of security shall be submitted for review and must be approved by the County Attorney, in his sole discretion, at least three (3) working days prior to receipt of proposals. Approval will be based upon a determination that the form of security offered will adequately protect the interests of the County as equivalent to a corporate surety's bond.
- 6.2.8 Minority & Women-Owned Business Enterprise Certification:** The Offeror shall complete and submit the "Minority & Women-Owned Business Enterprise Certification" form in the proposal. Failure to complete and sign this statement may result in rejection of the proposal.
- 6.2.9 Changes to Proposal:** Any changes to the amounts indicated on the RFP Form for the base amount, alternate amounts or unit prices must be made in ink and should be listed on the "Changes to Amounts on RFP Form" provided. The changes must be made prior to the proposal submittal time and the sealing of the proposal envelope. Changes shall be dated and signed in full with the title of the company official after his/her signature. NO CHANGES MADE TO THE FIGURES BY NOTATIONS ON THE OUTSIDE OF THE ENVELOPE WILL BE CONSIDERED.
- 6.2.10 Notification of Error in RFP:** Each Offeror must notify the Roanoke County Purchasing Division of any ambiguity, inconsistency or error which the Offeror may discover upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact Don Karnes, Purchasing Manager (540)772-2061.
- 6.2.11 Affidavit of Accuracy:** A certification that the information contained in the proposal is true and accurate.

SECTION 7 **RECEIPT AND OPENING OF PROPOSALS**

- 7.1 Delivery of Proposal:** The original and three (3) copies of each proposal (Technical & Business) are due before 5:00 p.m., local time, in the County of Roanoke Purchasing Division at 5204 Bernard Drive, Suite 300-F, Roanoke, VA 24018 on June 11, 2004. Any proposals received after that time will be deemed non-responsive and returned to the Offeror. It is the

responsibility of the Offeror to assure that its proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. No proposals received after the time designated for receipt of proposals will be considered.

- 7.2 Receipt of Proposal:** The RFP Form, the Security (if applicable), and all other documents required to be submitted with the proposal shall be enclosed in a sealed opaque envelope and addressed as follows:

Purchasing Division
5204 Bernard Drive, Suite 300 – F
Roanoke, VA 24018

Place in the front lower left-hand corner of the envelope the project title as indicated at the top of the RFP. Place in the upper left-hand corner of the envelope the Offeror's name and mailing address.

- 7.3 Opening of Proposal:** Proposals will not be opened publicly. No responsibility will be attached to any officer or agent for the premature opening of a proposal not properly addressed and identified.
- 7.4 Withdrawing Proposal:** No proposal may be withdrawn except as provided in Section 10 of these Instructions to Offerors.

SECTION 8 **INTENT**

- 8.1 Work Required:** The County will require that the Successful Offeror perform a complete and satisfactory job in accordance with the Contract Documents.
- 8.2 Conflicts in Contract Documents:** Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all Contract Documents. In the case of conflict between the Contract Documents, the Contract Documents shall take precedence in the following order: the Contract; the Instructions to Offerors; the Signed Proposal from Offeror.
- 8.3 Work Not Described:** All work not specifically described in the Contract Documents, yet required to produce a fully functional and properly operating project, shall be provided even though every item or minor detail for the proper and successful operation of the entire Work is not mentioned in the Contract Documents.
- 8.4 Completion of Work:** The successful Offeror acknowledges and agrees that it has taken into account in its proposal the requirements of the request and Contract Documents, local conditions, availability of material, equipment, labor and any other factors which may affect the performance of the Work. The Successful Offeror agrees and warrants that it will complete the Work not later than the time period or date indicated for completion.

SECTION 9 **STATEMENT OF QUALIFICATIONS**

Each Offeror shall be prepared to submit evidence of qualifications, experience and financial ability to perform the Work set forth in the Contract Documents, and other information required by Section 6 of these Instructions to Offerors and other information required by the Contract Documents or requested by the County.

SECTION 10 **WITHDRAWAL DUE TO ERRORS**

- 10.1 Withdrawal of Proposal:** An Offeror may withdraw its proposal from consideration if the price quoted was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the proposal sought to be withdrawn.

10.2 Withdrawal Procedure: The Offeror shall give notice in writing and shall submit the original work papers with such notice to the County of its claim of right to withdraw its proposal within two (2) business days after the conclusion of the opening of proposals as set forth in part (i) Section 2.2-4330 of the Va. Code.

10.3 Withdrawal Requirements: Other applicable provisions of Section 2.2-4330 of the Va. Code shall apply to any errors in proposals or any requested withdrawal due to errors in proposals.

SECTION 11 REJECTION OF PROPOSALS

11.1 Rejection of Proposals: The County reserves the right to cancel the RFP, to reject any or all proposals, to reject the proposal of an Offeror who is not in a position to perform the contract or to waive any informalities in any proposal.

11.2 Security Return for Rejected Proposals: The Security will be returned to all Offerors of rejected proposals after the County and the Successful Offeror have executed the Contract.

11.3 Security Return for Unsuccessful Proposals: Should a proposal not be accepted by the County within ninety (90) consecutive calendar days after the opening of proposals or within such other time specified in the Proposal Documents, each Offeror may obtain its Security from the City.

SECTION 12 EVALUATION

Proposals will be evaluated using the information provided in both the Technical and Business proposals and the criteria set forth in the Roanoke County Code may also be considered. Attachment B is a table listing the factors considered in the evaluation of proposals. The Offeror's proposal shall include all information necessary to verify the qualifications of the Offeror to successfully conduct the Household Hazardous Waste Collection Day in full compliance with the Contract.

SECTION 13 PROPOSAL ACCEPTANCE

Pursuant to Section 2.2-4301 of the Va. Code, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in this RFP, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal, and may award the contract to that Offeror.

The County may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

All proposals submitted in response to this RFP will be reviewed for responsiveness prior to referral to the selection committee. A committee consisting of County personnel and others will then evaluate all responsive proposals. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the County. The County reserves the rights to reject any and all proposals, to wave any informality or irregularity in the proposals received, and/or make the award to the Offeror whose proposal is deemed to be in the best interest of the County

Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the County and may or may not be conducted.

SECTION 14 CONTRACT EXECUTION

The Successful Offeror shall be required, within ten (10) consecutive calendar days after receipt of the Contract, to return the signed Contract which shall be substantially similar to the contract included in this RFP, Attachment E (Contract exhibits not included) and furnish to the County all documents as enumerated hereinafter:

14.1 Performance Security: The Performance Security and the Labor and Material Payment Security each in the amount of one hundred (100%) percent of the contract amount for all contracts shall be furnished. The securities shall be furnished in accordance with Sections 2.2-4337 and 4338 of the Va. Code in one of the following forms:

1. A Performance Bond and a Labor and Material Payment Bond, on forms as provided in the Contract Documents, made payable to the County, properly executed by the Successful Offeror as Principal and a Corporate Surety authorized to transact business in the Commonwealth of Virginia. Attorneys-in-fact who execute the bonds must file with each bond a certified copy of their Power of Attorney.
2. Certified Checks or and the Labor and Material Payment Security each made payable to the County.
3. Personal Bond, Property Bond or Letter of Credit issued by an authorized financial institution in the face amount required for the Performance Security and the Labor and Material Payment Security, made payable to the County. These forms of security must be approved by the County Attorney, in his sole discretion. Approval will be based upon a determination that the form of security offered will adequately protect the interests of the County as equivalent to a corporate surety's bond.
4. Upon the execution of the Contract and approval of the Performance and Payment Securities, the RFP Security (Bid Bond) shall be returned to the successful Offeror. Should the Successful Offeror fail or refuse to execute the Contract or furnish the required Performance and Payment Securities within the stipulated time, the Security shall be due and paid to the County and the County shall be entitled to collect the RFP Security. In addition, the County may pursue any and all other remedies available to it at law or in equity against said Offeror.

14.2 Subcontracting Plan: Contractors submitting proposals in excess of \$100,000 for a Contract shall include in their proposal submittal a list of each Subcontractor, whose subcontract constitutes more than ten (10) percent of the quoted amount, indicating the estimated percentage of the Contract to be performed by each Subcontractor.

14.3 Certificate of Insurance

14.4 Schedule

SECTION 15 ETHICS IN PUBLIC CONTRACTING

The provisions, requirements and prohibitions, as contained in Article 4, Sections 11-72 through 11-80 of the Va. Code, pertaining to bidders, offerors, contractors and subcontractors are applicable to this project.

SECTION 16 PROTESTS

Any Offeror who wishes to protest or object to any award made or other decisions made pursuant to the RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, and 4364 of the Va. Code and only if such is provided for in that Code section.

RFP CP0485 Bid Form**Contractor Name:****Mobilization/Demobilization:****Lump Sum Bid:****Latex and Oil Paint in Cans****Unit Bid**

Description	Volume	Package Type		Disposal Method	Cost /Unit
	30 cu yds	rolloff	loose pack		
	25 cu yds	rolloff	loose pack		
	20 cu yds	rolloff	loose pack		
	1 cu yd	triwall	loose pack		
	55 gal	drum	loose pack		

Aerosol Cans

Description	Volume	Package Type		Disposal Method	Cost /Unit
	1 cu yd	triwall	loose pack		
	55 gal	drum	loose pack		
	30 gal	drum	loose pack		

Pourable Organic Paints & Solvents

Description	Volume	Package Type		Disposal Method	Cost /Unit
	55 gal	drum	bulk		
	30 gal	drum	bulk		

Motor Oil

Description	Volume	Package Type		Disposal Method	Cost /Unit
	55 gal	drum	bulk		
	30 gal	drum	bulk		

Lead Acid Batteries

Description	Volume	Package Type		Disposal Method	Cost /Unit
	2 layer	shrink wrap	pallet		

Alkaline Batteries

Description	Volume	Package Type		Disposal Method	Cost /Unit
	5 gal	plastic pail	bulk		
	30 gal	plastic pail	bulk		

Nickel Cadmium Batteries

Description	Volume	Package Type		Disposal Method	Cost /Unit
	5 gal	metal pail	bulk		
	30 gal	metal pail	bulk		

Lithium Batteries

Description	Volume	Package Type		Disposal Method	Cost /Unit
	5 gal	metal pail	bulk		
	30 gal	metal pail	bulk		

Propane Gas Cylinders

Description	Volume	Package Type		Disposal Method	Cost /Unit
	1 layer	shrink wrap	pallet		
	55 gal	drum	loose pack		
	30 gal	drum	loose pack		

Mercury Debris

Description	Volume	Package Type		Disposal Method	Cost /Unit
	5 gal	metal pail	bulk		
	5 gal	metal pail	lab pack		

Pesticide solids

Description	Volume	Package Type		Disposal Method	Cost /Unit
	1 cu yd	triwall	loose pack		
	55 gal	drum	loose pack		
	30 gal	drum	loose pack		

Pesticide liquids

Description	Volume	Package Type		Disposal Method	Cost /Unit
	1 cu yd	triwall	loose pack		
	55 gal	drum	loose pack		
	30 gal	drum	loose pack		

Non-regulated solids

Description	Volume	Package Type		Disposal Method	Cost /Unit
Non-reg. Spill Cleanup	55 gal	drum	bulk		

Corrosive, Alkaline

Description	Volume	Package Type		Disposal Method	Cost /Unit
	1 cu yd	triwall	loose pack		
	55 gal	drum	loose pack		
	30 gal	drum	loose pack		
	20 gal	drum	loose pack		

Corrosive, Acid

Description	Volume	Package Type		Disposal Method	Cost /Unit
	1 cu yd	triwall	loose pack		
	55 gal	drum	loose pack		
	30 gal	drum	loose pack		
	20 gal	drum	loose pack		

Polychlorinated Biphenols

Description	Volume	Package Type		Disposal Method	Cost /Unit
PCB Articles (Ballasts)	5 gal	plastic	loose pack		

Fluorescent Bulbs

Description	Volume	Package Type		Disposal Method	Cost /Unit
	2 foot	fiber box (8')	per box		
	4 foot	fiber box (8')	per box		
	8 foot	fiber box	per box		

Labpacks

Description	Volume	Package Type		Disposal Method	Cost /Unit
<u>Flammable</u>	55 gal	fiber/metal	lab pack		
	30 gal	fiber/metal	lab pack		
	20 gal	fiber/metal	lab pack		
	5 gal	fiber/metal	lab pack		
Optional Size & Method	55 gal	fiber/metal	loose pack		
Optional Size & Method	30 gal	fiber/metal	loose pack		
Optional Size & Method	20 gal	fiber/metal	loose pack		
<u>Oxidizer</u>	55 gal	fiber/metal	lab pack		
	30 gal	fiber/metal	lab pack		
	20 gal	fiber/metal	lab pack		
	5 gal	fiber/metal	lab pack		
Optional Size & Method	55 gal	fiber/metal	loose pack		
Optional Size & Method	30 gal	fiber/metal	loose pack		
Optional Size & Method	20 gal	fiber/metal	loose pack		
<u>Poisonous, Class 6</u>	55 gal	fiber/metal	lab pack		
	30 gal	fiber/metal	lab pack		
	20 gal	fiber/metal	lab pack		
	5 gal	fiber/metal	lab pack		
Optional Size & Method					
Optional Size & Method					
Optional Size & Method					
<u>Corrosive, Class 8</u>	55 gal	fiber/metal	lab pack		
	30 gal	fiber/metal	lab pack		
	20 gal	fiber/metal	lab pack		
	5 gal	fiber/metal	lab pack		
Optional Size & Method					
Optional Size & Method					
Optional Size & Method					
<u>Toxic, Class 9</u>	55 gal	fiber/metal	lab pack		
	30 gal	fiber/metal	lab pack		
	20 gal	fiber/metal	lab pack		
	5 gal	fiber/metal	lab pack		
Optional Size & Method					
Optional Size & Method					
Optional Size & Method					

County of Roanoke
RFP CP #0485
CHANGES TO AMOUNTS ON RFP FORM
HOUSEHOLD HAZARDOUS WASTE
COLLECTION DAY

PROPOSAL NUMBER CP0485

In accordance with Section 6.2.9 of the Instructions to Offerors, the following revision(s) is (are) to be made to the RFP Form:

ITEM DESCRIPTION: _____

ADD: _____

_____ DOLLARS (\$ _____)

DEDUCT: _____

_____ DOLLARS (\$ _____)

ITEM DESCRIPTION: _____

ADD: _____

_____ DOLLARS (\$ _____)

DEDUCT: _____

_____ DOLLARS (\$ _____)

TO BE SIGNED BY OFFEROR

FIRM: _____

BY: _____ TITLE: _____

DATE: _____ TIME: _____

ATTACHMENT A
REQUEST for PROPOSAL CP #0485
HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY
GENERAL REQUIREMENTS

SECTION 0 INTRODUCTION

The general requirements contain detailed, mandatory requirements for conducting the Household Hazardous Waste Collection Day Event. The following terms and conditions substantially contained herein shall become a part of any subsequent contractual agreement with the Successful Offeror.

SECTION 1 PREPARATION, MOBILIZATION, EMERGENCY PLANNING

The contractor will designate a person within its organization to become an active member of the Household Hazardous Waste Operations Committee no later than 15 days prior to the collection day. That person will be expected to attend all meetings of that committee and provide expertise during the final design of the operation plan.

The contractor shall be deemed to be the generator for regulatory purposes of all the collected waste and shall take responsibility for the collection and disposal of the waste in accordance with all applicable laws and regulations. The contractor shall obtain and be responsible for payment of any permits and approvals to conduct the Event.

The contractor shall be responsible for coordinating the Event. The contractor will provide an all-weather station for the collection day. Tents, tables, chairs and other necessities to allow all facets of the collection day to proceed regardless of rain must be provided by the contractor.

The contractor will be required to begin accepting wastes from participants by 9:00 a.m. on the morning of the collection day. The collection day is scheduled to end at approximately 2:00 p.m. The contractor will not be expected to receive material beyond that time unless specifically directed to do so by the County. The contractor will have cleaned and vacated the site by 5:00 p.m. on the day of the event.

The contractor will provide an emergency response briefing on the morning of the collection day to all working personnel on site. That includes staff, volunteers, vendors and any other people involved with the collection day activities. The contractor must provide, at a minimum, an eyewash station, emergency shower and an ABC dry chemical fire extinguisher on site. The contractor shall comply with all applicable regulations and requirements including, without limitation, the proper level of protective clothing as outlined in 29 C.F.R. 1910, Subpart I and all other applicable Federal, State and Local safety and hazardous material handling regulations. Spill contingency plans must be specifically outlined and reviewed in advance.

The Owners will provide the following emergency and operational equipment with staff during the Event:

- | | |
|----------------------------|---|
| -A police unit on stand-by | -A hazardous materials response vehicle |
| -A fire truck on stand-by | -Trash/garbage service |

SECTION 2 SURVEYING PARTICIPANTS

Prior to arriving at the collection station(s), participants may be asked to answer some survey questions. Volunteers will be providing this service. The owners will assume the responsibility for ensuring that this process does not create a bottleneck for the collection effort.

SECTION 3 COLLECTION of MATERIALS

The Contractor must assume all responsibility for the collection of materials from participants' vehicles. No one other than the contractor's employees will remove the materials from participants' vehicles. Participants should be asked to remain in their vehicles at all times.

Contractor's employees must conduct themselves, at all times, in a professional and courteous manner.

Contractor's employees will be responsible for directing participants in and around collection station areas to the collection stations. Collection must proceed smoothly and safely at all times. While no specific

minimum waiting time limits will be required, the Contractor is required to provide two active off-loading lanes. The Contractor must be prepared to collect materials from 3 - 4 cars in each lane simultaneously.

The Contractor will accept, at a minimum, the following types of wastes. Some of the categories of accepted waste may be removed from this list prior to the event. The Contractor will receive at least 15 days notice of the removal of a category:

1. **Household Cleaners:** drain openers, toilet bowl cleaners, oven cleaners, disinfectants, pine cleaners, aerosols.
2. **Paint Products:** latex and oil based paints, solvents, thinners, shellacs, varnishes, wood preservations, sealers, aerosols.
3. **Automotive Products:** lead-acid batteries, used motor oils, antifreeze, brake fluid, transmission fluid, auto starter fluid.
4. **Light Bulbs:** Fluorescent and incandescent. All sizes.
5. **Pesticides:** poisons, aerosol, weed killers, insecticides.
6. **Miscellaneous:** acids, bases, kerosene, household batteries, photographic chemicals, pool chemicals, metallic mercury.
7. **Unacceptable Material:** The Contractor will not be expected to accept the following types of wastes listed, and should not remove such items from vehicles. If such materials are removed due to improper screening during the off load phase, the items are the property and responsibility of the contractor. The excluded wastes are as follows:
 - Asbestos Material (including roof and tar products)
 - Radioactive (including smoke detectors)
 - Biologically active or infectious
 - Explosive (including ammunition)
 - Cylinders (excluding 8 lb. barbeque tanks)
8. **Title to Waste:** The Contractor will take title to the waste material upon acceptance. Further, the Contractor shall be deemed the generator (for the purposes of state and federal laws and regulations) of all waste accepted at the collection site.

SECTION 4 WASTE IDENTIFICATION and RECORD KEEPING

The contractor must identify all accepted waste materials and analyze on-site, where necessary, to obtain sufficient information for the purposes of documentation and removal from site. The contractor will make every attempt to characterize any unknowns to obtain sufficient information to allow removal from site. The contractor, acting as the generator, shall keep accurate records of material received during the Event and shall be responsible for completing all required documentation, including, without limitation, Uniform hazardous waste manifests, LDR's, Bill of Ladings and copies of which shall be provided to the owners.

SECTION 5 PACKAGING

Once waste materials have been sufficiently identified, the Contractor will remove them from the collection area to a separate, distant packaging area so that wastes do not accumulate in an area where participants are located. Wastes must be segregated according to compatible DOT hazard classes and ability to be bulked, then packaged or bulked in containers approved by State and Federal regulations. Each container will be manifested, labeled and marked in accordance with all applicable State and Federal regulations. Once wastes are packaged, they should be stored separately in a secure area away from the collection and packaging area.

The Contractor must supply adequate staff to complete packaging within three (3) hours of the collection day cut-off time and in any event the Contractor must remain on site until all waste is completely packaged. No overnight storage of wastes at the collection site will be allowed.

The Contractor shall turn over to the owners a listing of all wastes and quantities received for disposal prior to leaving the site, including waste transported by others (e.g motor oil).

SECTION 6 **TRANSPORTATION**

At the end of the collection event, or at a prior time, if a shipment quantity of waste has been processed, the Contractor must transport wastes off-site via fully permitted vehicles as required by all Federal, State and Local regulations covering the transportation of such wastes.

The Contractor shall complete all the manifests and shipping papers for all wastes to be transported. Clean and readable copies of all completed manifests and shipping papers must be turned over to the City staff prior to the Contractor leaving the site.

SECTION 7 **DISPOSAL**

All wastes collected during the collection day should be evaluated for proper disposal in accordance with the hierarchy shown below.

- Reduce or eliminate (at the source)
- Recover, reuse, recycle
- Fuel Blend
- Treat, stabilize, destroy
- Landfill

Every attempt should be made prior to the collection day to establish markets for materials collected that could be reused or recycled. The Contractor assumes all responsibility for establishing and utilizing these markets in a way that maximizes reuse or that minimizes the amount of material to be treated or landfilled. (e.g. recovery of used oil, reuse of paints, recycling of batteries, recycling latex paint, and also clean corrugated cardboard.) Evidence of agreement between the Contractor and the markets must be provided to the owners at least 5 days before the date of collection. Contractor shall supply to the owners the recycling tonnage amount within 45 days of collection date.

All wastes collected and transported off site by the Contractor for treatment or destruction must ultimately be delivered for disposal to federally permitted RCRA transfer, storage, and disposal facility (TSDF).

The Contractor must assume responsibility for seeing that evidence of receipt of all transported wastes is provided to the owners. This evidence must be in the form of clean and readable copies of the manifests signed by an authorized representative at the receiving disposal site.

Evidence showing the proper disposal of wastes must be provided to the owners by the Contractor (e.g. outbound manifest with acknowledgment of receiving TSDF's) within 45 days of collection date.

The owner's reserves the right to approve the ultimate disposal sites for all wastes collected under the terms and conditions of the Contract.

SECTION 8 **SCHEDULE of DELIVERABLES**

- 8.1 Operations Plan:** One (1) week prior to the collection day, the Contractor will provide five (5) copies of the final detailed operational plan for all portions of the Event. The final operational plan will be based on the preliminary operational plan submitted with the technical proposal including any modifications made during meetings of the Household Hazardous Waste Planning Committee. The plan must contain detailed descriptions of all tasks to be performed and address deliverables described herein. The operational plan is to be used by owner's staff to track the collection event and does not relieve the Contractor of any of the responsibilities required in performing contracted services.
- 8.2 Health and Safety Plan:** One (1) week prior to the collection day, the Contractor will provide five (5) copies of the final detailed Health and Safety Plan for the collection day. This includes a copy of the health, safety, and contingency plan briefing.
- 8.3 Spill-Contingency Plan:** One (1) week prior to the collection day, the Contractor will provide five (5) copies of the final detailed spill contingency plan.
- 8.4 Certificates of Insurance:** with names and telephone numbers of insurance representative contacts must be submitted with the executed contract.

- 8.5 Permits:** Submit evidence of all required State and Federal permits necessary to conduct the collection day with the executed contract. This includes evidence of the permits/licenses to operate any hazardous waste transportation, treatment, storage or disposal facility that will handle materials from this collection day.
- 8.6 Performance Security:** A performance bond and a labor and material payment bond or letter of credit or other approved security conditioned upon Contractor's satisfactory performance of all of the terms and conditions of this Contract for the duration of this Contract in the amount of the Contract and in form acceptable to the owners must be provided with the executed Contract. Another surety instrument may be substituted at the discretion of the owners.
- 8.7 Uniform Hazardous Waste Manifests:** Manifests of container contents, type and amount of hazardous wastes received during the collection day are to be turned over at the end of the collection day. These include packaging slips, shipping orders, and uniform hazardous waste manifests. Any additional documentation required by applicable State and Federal regulations must also be provided.
- Verification of receipt of all materials collected and transported by the contractor must be provided within forty-five (45) calendar days after the receipt of materials at the treatment or disposal facility. This should be in the form of uniform hazardous waste manifests signed and dated by an authorized representative from the receiving facility.
- 8.8 Certification:** Certification from the contractor that all materials have been properly transported and disposed of in accordance with permits and Federal regulations. (See Attachment D-1 and D-2 for Forms to be used.)

SECTION 9 PRICING

The Contract entered into between the Contractor and the owners will be a PARTIAL LUMP SUM and UNIT PRICED contract. The price proposed shall remain firm and shall include all charges that may be incurred in fulfilling the terms of the Contract. The price shall be calculated by multiplying the unit price specified by the actual amount of waste received at the collection day. The Contractor shall be paid based on the actual amount of waste received at the collection day, provided, however, that in no event shall the total cost to the owners exceed the maximum price agreed to in the Contract negotiated with Successful Offeror.

SECTION 10 PAYMENT

Payment to the Contractor will be made only after satisfactory completion of the collection day as determined by the owners. All deliverables cited in Section 8 above must have been received by the owners before payment will be made in accordance with the Contract. If both of these conditions are met, payment will be made within 30 days after receipt of the invoice and certification from the Contractor in accordance with the Contract Terms.

SECTION 11 PROJECT AUDITS

The Contractor shall maintain adequate records in such a manner that they may be audited in progress and/or upon completion of the Contract. A ledger sheet showing disbursement by line-item is preferred. The auditor will need access to the appropriate documents during this audit which would include ledgers, canceled checks, deposit slips, bank statements, insurance documents, journals, payrolls, time sheets, and copies of all contracts and accompanying amendments/change orders. Additionally the auditors may review the paid vouchers including those for out-of-pocket expenses and other reimbursements supported by invoices, including Contractor's copies of periodic estimate for partial payment.

SECTION 12 INSURANCE/LIABILITY

The Contractor shall be responsible for its work and every part thereof and for all materials, tools, permits, equipment, appliances and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the

Contract or in connection in any way whatsoever with the contracted work and is required to execute the insurance endorsement in Section 13 below as part of the Contract Documents.

The Contractor shall provide statutory workers' compensation coverage under the Virginia statutory requirements to protect the Contractor and other supporting governmental entities from any liability or damages for any injuries (including death and disability) to any employee or agent compensable under the VA Workers' Compensation Statutes.

The Contractor shall provide general liability insurance including contractual liability coverage in the amount of \$2,000,000 combined single limit to protect the Contractor, its subcontractors, Roanoke County, Roanoke City, City of Salem, Botetourt County, and the Town of Vinton, its officers, agents, volunteers, and employees as additional insured's against any and all injuries to third parties, including bodily injury, death, and property damage wherever located, resulting from any action, omission, or operation under the Contract or in connection with the contracted work or the Event.

The Contractor shall provide Pollution Legal Liability insurance in the amount of \$2,000,000 to protect the Contractor, its subcontractors, and the above mentioned governmental entities.

The Contractor shall provide automobile liability insurance for owned, non-owned, and hired automobiles, including property damage, covering all owned, non-owned, borrowed, leased or rented vehicles operated by the Contractor in the amount of \$2,000,000. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard automobile policy or a comprehensive general liability policy. The above mentioned governmental entities shall be additional insured on the coverage.

Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella policy.

The insurance companies providing coverage must be licensed to do business in the Commonwealth of Virginia and are subject to approval by the owner.

All such insurance shall be primary and non-contributory with any other insurance or self insurance the above mentioned governmental entities may have.

All such insurance shall be primary and non-contributory with any other insurance or self-insurance the above mentioned governmental entities may have.

The Contractor will attach to each liability insurance policy, with the exception of workers' compensation, an endorsement to save and hold harmless the owners, or a waiver of subrogation in favor of the owners from any liability or damages whatsoever arising out of the contracted work in accordance with Section 13 below, which will form a part of the Contract.

SECTION 13 INDEMNIFICATION

The Contractor hereby agrees to indemnify and hold harmless the owners and its officers, agents, and all employees and volunteers, from any and all claims for bodily and personal injuries, deaths, property damage and clean up costs, including cost of investigation, all expenses of litigation, including reasonable attorneys fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission by the Contractor, its agents, servants, employees, volunteers, or subcontractors, arising in any way out of and/or connected with the performance of the Contract and/or in the disposal of any or all material collected.

It is understood and agreed that the Contractor is at all times herein acting as an independent contractor.

The City of Roanoke, City of Salem, Botetourt County and the Town of Vinton their officers, employees, agents and volunteers shall be and are deemed to be third party beneficiaries of the County's contract with Contractor.

The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as may be required, and shall have it filed with the owners with the executed contract.

The Contractor will secure and maintain copies of all insurance policies of its subcontractors which shall be made available to the owners on demand.

Contractual and other liability insurance provided under the Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the owners from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the owners. The Contractor shall be as fully responsible to the owners for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

The Contractor and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.

The County of Roanoke, City of Roanoke, City of Salem, Botetourt County and the Town of Vinton and their agents, officers, employees and volunteers shall be named as an additional insured's in the automobile pollution, and general liability policies and it shall be stated on the insurance certificate with the provision that this coverage is primary to all other coverage County of Roanoke, City of Roanoke, City of Salem, Botetourt County and the Town of Vinton the may possess.

SECTION 14 KEY PERSONNEL

The personnel named in the business proposal shall remain responsible throughout the period of this Contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the owners.

14.1 Non-Discrimination

During the performance of the Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide occupational qualification necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations, shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor will include the provisions of the foregoing paragraphs a, b, and c, in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

SECTION 15 DRUG-FREE WORKPLACE

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

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Attachment B

**County of Roanoke
Proposal Number CP #0485**

**Proposal Rating Table
For Household Hazardous Waste Collection Day 2004**

Issue Rated	Possible Points
Total Cost of Bid, based on disposal scenario to be determined by the Owners	4
Conformance with RFP Requirements	2
Proposed disposal methods	1
Site Layout and Traffic Plan	3
Personnel: # and experience	3
Technical Plan	2
Business Plan	3
Equipment Available	2
Prior Experience	3
Total Score Possible	23

ATTACHMENT D-1

HOUSEHOLD HAZARDOUS WASTE SERVICES DAY PROPOSAL # CP0485
CERTIFICATION OF PROPER COLLECTION AND TRANSPORTATION OF WASTE
PROJECT: HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT

Contractor: _____

The undersigned hereby covenants, agrees, and certifies on behalf of that:

(1) all materials and waste, including, without limitation, hazardous waste, collected by Contractor at the Household Hazardous Waste Collection Event held in August in the City of Roanoke, Virginia have been properly collected, packaged, and transported in full accordance with all applicable local, state, and federal laws, rules, and regulations to appropriate permitted facilities for disposal and as provided in the contract between Contractor and the owners dated _____, 2004 ("Contract"); and,

(2) Clear and readable copies of all required documentation of such packaging and transportation, including, without limitation, uniform hazardous waste manifests, are submitted to the owners with this Certification.

Contractor hereby acknowledges and agrees that this certification constitutes a material part of Contractor's Contract with the owners and that violation of the terms of this Certification shall constitute a material breach of such Contract.

All persons executing this Certification hereby warrant and represent that they have been duly authorized by proper action of Contractor to execute this Certification and upon such execution, this Certification shall be binding upon and enforceable against Contractor.

IN WITNESS WHEREOF, the Contractor has affixed its hand and seal,

Contractor

ATTEST:

By _____

By _____

Title _____

Title _____

Date _____

Date _____

STATE OF _____

I, _____, a Notary Public in and for the state of _____, do hereby certify that _____, whose name is signed to the foregoing, has subscribed, sworn to, and acknowledged the same before me this _____ day of _____, 2004.

Notary Public

My Commission expires _____.

ATTACHMENT D-2
CP #0485
HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY PROPOSAL
CERTIFICATE OF PROPER DISPOSAL OF WASTE
PROJECT: HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT

Contractor: _____

The undersigned hereby covenants, agrees, and certifies on behalf of ("Contractor") that:

(1) all materials and waste, including, without limitation, hazardous waste, collected by Engineer at the Household Hazardous Waste collection Event held in August, 2004 in the City of Roanoke, Virginia, have been properly disposed in full accordance with all applicable local, state and federal laws, rules, and regulations in appropriate permitted facilities and as provided in the contract between Engineer and the County of Roanoke (City) dated _____ 2004. ("Contract"); and,

(2) Clear and readable copies of all required documentation of such disposal, including, without limitation, uniform hazardous waste manifests, are submitted to the County of Roanoke with this Certification.

Contractor hereby acknowledges and agrees that this certification constitutes a material part of Contractors Contract with the County and that violation of the terms of this Certification shall constitute a material breach of such Contract.

All persons executing this Certification hereby warrant and represent that they have been duly authorized by proper action of Contractor to execute this Certification and upon such execution; this Certification shall be binding upon and enforceable against Contractor.

IN WITNESS WHEREOF, the Contractor has affixed its hand seal,

Contractor

ATTEST:

By _____ By _____

Title _____ Title _____

Date _____ Date _____

STATE OF _____

I, _____, a Notary Public in and for the state of _____, do hereby certify that _____, whose name is signed to the foregoing, has subscribed, sworn to, and acknowledged the same before me this _____ day of _____, 2004.

Notary Public

My Commission expires: _____